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PLANNED COMMUNITY SUBDIVISION DECLARATION
FOR
BRIERWOOD PHASES 1 & 2
REDMOND, OREGON

The primary purpose of these restrictions is to insure the development and maintenance of a spacious, single-family residential area where liberal yards and open spaces insure healthful and safe living conditions, to create a quiet neighborhood, and to protect the value, desirability and attractiveness of BrierWood.

The undersigned, CottonWood Builders, Inc. being the sole owner of the property described above, in order to provide for the objective set out in the above statement of purpose, do hereby subject said property, and each division or part thereof, to the following building and use restrictions.

1. Use: Each lot shall be for residential use only. No other commercial activity of any kind shall conducted in or from the property.
2. Specifications: Not more than one detached single-family dwelling not exceed two stories in height, not more than one three car garage and not more than one accessory building incidental to residential use shall be constructed on any lot. Basements, which include daylight, split entry and split level types shall not be considered in determining the number of stores in the dwelling. Minimum square footage per single-family dwelling is 1200 square feet excluding the garage. No single car garages. Each home will be located on each parcel so as to keep as compatible as possible with the natural surroundings, view, and with other houses.
3. Time of construction: All buildings constructed must be completed within six (6) months from the date construction is commenced, exclusive of inside finish work.
4. Landscape timing: All front yards and side yard on corner lots landscaping must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of occupancy of the dwelling. In the event of undue hardship due to weather condition, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural Review Committee and the Committee's approval is obtained.

After Recording Return To:
CottonWood Builders, Inc.
13220 SW Houston Lake Rd.
Powell Butte, OR 97753

5. Setbacks: Setbacks shall conform to governmental regulations with variances allowable when approved by the regulating body.

6. Easements: Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense except for improvements for which a public authority or utility is responsible.

7. Driveways: All driveways to be paved or concrete, and there shall be no excavation on any of the parcels for gravel or cinders.

8. Driveway Accesses: Lots 9, 11, 13, 15, 17, 19, 21 and 22 will have shared driveway accesses. Responsibility will be shared equally between the two (2) common lots. Any maintenance or repairs will be shared equally.

9. Trees: All trees will be left standing, with the exception of those needing removal for the purpose of home construction.

10. Design Control: The developer of BrierWood, to ensure that buildings constructed will be consistent with the overall plan and design motif, will require purchasers of lots within BrierWood, not to construct or alter any improvement on their site until:

- a. The owners have submitted to the Architectural Review Committee, two complete sets of plans and specifications therefore, in form satisfactory to the committee, showing insofar as appropriate (I) the size and dimensions of the improvement, (II) the exterior design, (III) the exterior color scheme, (IV) the exact location of the improvement on the homesite, (V) the location of driveways and parking areas, (VI) the scheme for drainage and grading, and (VII) the landscaping arrangements: and
- b. The committee has approved such plans and specifications in writing.

Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained in this Declaration, but also because of the reasonable dissatisfaction of the committee with the grading and drainage plan, the location of the structure on the homesite, the color scheme, the finish, design, proportions, shape, height, style, or appropriateness of the proposed improvement or alteration, the material used therein, the kind, shape, or type of roof proposed to be

placed thereon or because of its reasonable judgement the committee would render the proposed improvement inharmonious or out of keeping with BrierWood objectives or the improvement erected on other homesites.

11. Sewage: All dwellings shall have individual City sewer hook-up installed in compliance with the requirement of the State or City Sanitary Authority or health authority having jurisdiction.
12. Cleanliness: Each parcel and its improvement shall be maintained in a clean and attractive condition in good repair and in such a fashion as not to create a fire hazard or visual pollution.
13. Screening: All garbage, trash, cuttings, refuse and garbage containers, fuel tanks, clothes lines and other service facilities shall be screened from view from the streets.
14. Dumping: No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No rubbish may be burned or buried on or near BrierWood.
15. Drilling and Mining: No oil drilling, oil development operation, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts, be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
16. Mobile Homes: Mobile homes of any kind are not permitted in BrierWood for residential purposes.
17. Temporary Residence: No trailer, tent or other building shall be constructed or placed upon any portion of any parcel to be used as a temporary or permanent residence. However, a small structure for use by a builder as his construction shack may be built or moved on for the duration of the construction period.
18. Signs: No commercial sign may be displayed to the public view from any parcel except for a "For Sale", "For Rent", or one used by a builder to advertise that property during the construction and sales period. No sign shall be larger than two square feet.
19. Roofs: All roofs shall have not less than 6 in 12 pitch and be covered with composition, clay tiles, wood shakes or earth tone shingles.
20. Fences: No chain link fences or metal whatsoever. Maximum height is 6 feet. All fencing extending from front of house to street is not to exceed 3 feet. The location of any fences erected shall be along the rear lot line and/or along the side lot

lines, but said fence may not be placed in an easement, utility or otherwise. All fences shall be of wood or vinyl construction.

21. Exterior walls and Trim: Shall be wood. Manufactured wood products such as fiberboard, masonite, etc. are considered acceptable. Color samples will be submitted with plans for approval. Paint or heavy body stain is acceptable. T-1-11 siding is allowed on non-street sides and backs. Brick and stone work is encouraged.

22. Architectural Review Committee: Consists of:
Carrie L. Christopherson

Committee will cease to exist when all the lots in BrierWood have been improved. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants.

23. Offensive Activity: No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incidental to construction of a house shall not be considered an offensive activity.

24. Firearms: The shooting of firearms on the premises is prohibited.

25. Parking: Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed on public streets. All above mentioned shall be kept on each lot owners property screened from public view.

26. Pets: No animals other than domestic pets shall be kept on any part of BrierWood. Domestic pets must be at all times, restrained on their owners' property or under immediate control on a leash. No animals shall be kept, bred or maintained for any commercial purposes. Keeping of pets shall conform to City of Redmond ordinances.

27. Enforcement: These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of BrierWood and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages. The enforcing body shall be the City of Redmond.

28. Term: These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through, or under them until 2031, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of two-thirds of the then owners of BrierWood parcels, it is agreeable to change said covenants in whole or part.

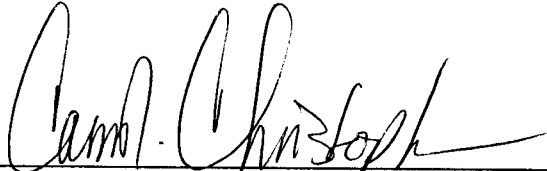
29. Invalidation: Invalidation of any one of these foregoing covenants, restrictions, or conditions or any portion hereof by court order, judgement, or decree shall in no way effect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

30. Binding: The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of BrierWood and each of their legal representatives, heirs, successors, or assigns, and a failure, either by the owners above named or their legal representatives, heirs, successors, or assigns, and a failure, either by the owners above named or their legal representatives, heirs, successors, or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

31. Omission or Conflict: When those covenants do not cover a situation, the rules and regulations of the City of Redmond shall be applied. In all cases, where there are conflicting rules showing a difference in requirements, the strictest of the two are to be used. The decision of the Architectural Review Committee shall govern in determining which rules are the strictest.

These restrictions may be amended or modified at any time by the affirmative vote of two-thirds of the then owners of the parcels in BrierWood. For this purpose, the owner of record of each parcel of the land described above shall be entitled to one vote.

Dated at Redmond, Oregon this 13th day of September, 2001.



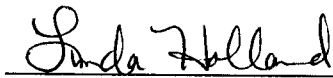
CottonWood Builders, Inc.

By: Carrie L. Christopherson, President

State of Oregon SS.
County of Deschutes

This instrument was acknowledged before me on this 13th day of September, 2001 by Carrie L. Christopherson as President of CottonWood Builders Inc.




Notary Public - State of Oregon

My commission expires: 2/19/05